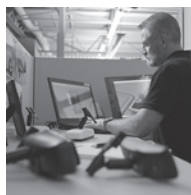
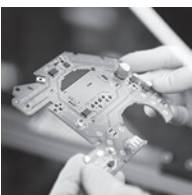
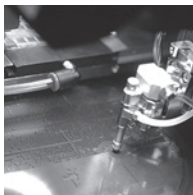
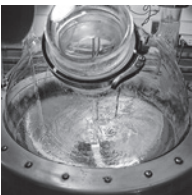


EXHIBIT B-1

GENTEX CORPORATION

Employee Handbook

SALARIED TEAM MEMBERS



VARIABLE COMPENSATION AND BENEFITS

Variable Compensation and Benefits

Gentex compensation is based on the philosophy of pay for performance. This system gives the Company the ability to flex individual wages and team bonuses based on profitability. In addition, the Company provides a variety of tools in its benefit plan that allows Team Members to create a program that suits their needs.

Payroll

Team Members are paid on a weekly basis. Payroll checks are direct deposited into the banking account(s) selected by the Team Member. The Company will reimburse Team Members for approved business and travel expenses that are reasonable and necessary while representing Gentex. The Company Travel, Expense, and Entertainment Policy is available on the Gentex Intranet and in the Accounting and Travel Departments. As a condition of employment, Gentex reserves the right to deduct personal expenses, negative vacation balances, tuition reimbursements, and debts and monies owed to the Company from your last paycheck.

Employee Stock Purchase Plan

Team Members are encouraged to share in the rewards of our entrepreneurial spirit. That notion is reinforced in the Employee Stock Purchase Plan. The plan provides Team Members with an incentive to continue their employment and to encourage team effort. This also promotes the best interests of the Company by permitting Team Members to purchase shares of common stock at a price less than the market value.

Regular Team Members who have worked for at least twelve (12) months at the beginning of an enrollment period and who are regularly scheduled more than twenty (20) hours per workweek will be eligible to participate. Full details of the plan and an offer to participate will be given to eligible Team Members before the beginning of the quarter following their first anniversary.

Qualified Stock Option Plan

The purpose of the Gentex Corporation Qualified Stock Option Plan is to provide an opportunity for many full-time salaried and exception hourly Team Members to share in the financial success of the Company with shareholders. Stock options allow Team Members to purchase shares at a fixed price (grant/exercise price) at a future date. In general, the potential value is based on any increase in the share price above the grant/exercise price.

Profit Sharing Bonus

Thinking like an owner is a key piece of the Gentex philosophy. To promote that value, the Company chooses to reward Team Members like owners through the profit sharing bonus. The Team Member profit sharing bonus is computed at the end of each calendar quarter. The amount of money, if any, to be paid as a bonus is determined by the management team after considering Company earnings and the return on investment for Gentex shareholders. Quarterly review meetings are typically held three weeks after the close of the quarter. Any profit sharing bonus will be paid as a percent of wages earned during the calendar quarter given that the Team Member is active on the last scheduled work day of the quarter. Regular full and part-time Team Members who have met the above requirements are eligible to receive the bonus. Contract, temporary and call-in Team Members are not eligible. Wages considered for the bonus include: holidays, paid vacation, overtime pay, bereavement pay, shift premium, and jury duty pay.

Insurance Benefits

A benefit eligible Team Member is one who is regularly scheduled to work thirty (30) or more hours per week. Team Members can also reach this status if average hours worked within the measurement period as defined by federal regulations totals thirty (30) or more hours per week on average. Gentex maintains a flexible benefit program for eligible Team Members and their dependent children. Our spousal waiver clause prohibits spouses who work full-time and have benefits offered to them to be on our medical and prescription plans.

The Gentex Benefit Plan is a comprehensive flexible benefits program that allows Team Members to select benefits based on individual circumstances. It offers a comprehensive menu of benefits. Under the Gentex program, Team Members may select from various levels of coverage in the following areas:

- ▶ Medical (including prescription)
 - ▶ Dental
 - ▶ Vision
 - ▶ Dependent life insurance
 - ▶ Long-term disability
 - ▶ Short-term disability
 - ▶ Employee life insurance and accidental death and dismemberment
 - ▶ Health care and dependent care reimbursement account
 - ▶ Health savings bank account (HSA)
 - ▶ Voluntary critical illness insurance
 - ▶ Voluntary accident insurance
 - ▶ Voluntary hospital indemnity insurance
- To learn more about our insurance benefits and how to enroll, visit benefits.gentex.com.

Employee Assistance Program

Gentex has agreements with local agencies to provide Team Members and their legal dependents with confidential assessment and counseling for depression, grief, anxiety, relationship and family problems, ADHD, substance abuse and other issues. See your HR Site Representative for further details.

COBRA

Team Members who are not benefits eligible at Gentex may extend their group medical plan, dental plan and Health Care Reimbursement account by electing COBRA coverage. Details of this plan are available from Human Resources and from the group medical and dental summary plan.

Personal Leave of Absence

Gentex realizes that occasionally life circumstances require Team Members to miss extended periods of time from work. Leaves of Absence may be granted for personal reasons under extenuating circumstances. In some of these circumstances, Team Members may be eligible for a leave of absence.

Team Members on any leave of absence are not eligible for holiday pay. Any Team Member who accepts employment from another employer while on any leave or becomes self-employed is subject to immediate termination. Please see Human Resources for more detail.

Family Medical Leave Act/Americans with Disabilities Act

The Family Medical Leave Act (FMLA) entitles eligible Team Members to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specific family and medical reasons, or up to 26 weeks to care for a covered service member who is injured or becomes ill in the line of duty.

To be eligible for FMLA benefits, a Team Member must have worked for Gentex a total of 12 months and must have worked at least 1,250 hours over the previous 12 months. In addition, qualified Team Members may also be eligible to receive a leave or other reasonable accommodation for personal disability under the Americans with Disabilities Act (ADA). Team Members on any leave of absence will maintain their service time for benefit and pay purposes. However, in most cases, additional time toward increased benefits of progressive wage increases will not accrue.

Team Member status/service time may be lost if a Team Member is absent from work due to personal disability for six (6) months or more except for a military leave or as otherwise directed by law. Leave may be extended for an additional period of time under the ADA or other applicable laws, depending on the unique circumstances, and subject to review of satisfactory documentation and Company consent.

Team Members on any leave of absence are not eligible for holiday pay. Any Team Member who accepts employment from another employer while on any leave or becomes self-employed is subject to immediate termination. The complete policies for all Leave of Absences are available from Human Resources, managers, or Gentex Intranet.

Military Leave

Leaves for military service will be granted in accordance with state and federal law for a valid military commitment. Members of the Armed Forces Reserve or National Guard Units who are required to participate in weekend or two (2) weeks of annual training will be granted a leave of absence if proper documentation is provided. Team Members must communicate to Human Resources if medical benefits should be discontinued while on military leave. Application for reinstatement must be made within a reasonable time of honorable discharge.

Workers Compensation Insurance

All Team Members are protected during scheduled work hours by worker's compensation insurance. This insurance provides coverage if a Team Member is injured at work, suffers an occupational illness or has a prolonged absence due to such injury. It also provides death benefits for legal dependents if a Team Member dies as the result of a work related injury. Gentex pays the full cost of this protection. Please see Human Resources for further details.

Short Term Income Protection Plan

As a means of providing income protection for salaried Team Members during temporary disability, income protection is granted according to years of service as shown in the table below:

Length of Service	Maximum Income Protection Period
0 until 2 years of service	4 weeks
Over 2 years until 5 years of service	8 weeks
Over 5 years of service	13 weeks

Income protection during a period of disability shall mean that an exempt/non-exempt Team Member's full salary shall be continued by Gentex. Gentex reserves the right to offset payments received as a result of Workers' Compensation payments. Where Workers' Compensation benefits are received by the Team Member, Gentex shall supplement this amount by a sum which, when added to the Workers' Compensation benefits, will equal the Team Member's regular salary.

The maximum income protection for any period of disability will be reduced by the amount of income protection granted the Team Member within the twelve (12) consecutive months preceding the date of disability. Payments made under this provision are not considered work time for the calculation of overtime premium.

Any absence in excess of three (3) days will require medical certification and an approved Leave of Absence. A Leave of Absence request can be made by contacting Human Resources for eligibility details. Income protection replaces all otherwise earned pay (examples: vacation, holiday, funeral leave or jury duty) during a leave of absence.

Bereavement Pay

To support our regular full time Team Members when a family member dies, Gentex will provide bereavement pay. This benefit is payable at the following levels:

UP TO THREE DAYS When a spouse, child, stepchild, father, mother, sister, brother, grandchild, grandparents, mother-in-law, father-in-law, or any other relative living in the same household dies, the Team Member is entitled up to a maximum of three (3) consecutive workdays off with pay including the date of the funeral and ending no later than the day after the funeral.

ONE DAY When a great grandparent, great grandchild, aunt, uncle, stepparent, stepbrother, stepsister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparents-in-law dies for the day of the funeral, provided it is a workday.

One day of bereavement pay will be equal to eight (8) hours of paid time. Team Members on leave of absence are not eligible. No funeral pay will be paid on Saturday or Sunday. Part-time Team Members will be granted the day of the funeral off with pay for any hours scheduled for that day. At any time Gentex may request documentation of funeral dates, times, and relationship.

Jury Duty

Gentex encourages all Team Members to be participating citizens in our community. Regular Team Members who are required to participate in jury duty will be compensated for their full scheduled shift:

- ▶ Not to exceed eight (8) hours pay minus amount paid by the court.
- ▶ Not to exceed forty (40) hours at straight time in any given week.
- ▶ Not to exceed thirty (30) days in any calendar year.

Compensation is payable when Team Members give the Company prior notice and present proper verification of time(s) attended. Team Members who are excused from jury duty and who can work a minimum of two (2) hours of their regular shift on that day are expected to work. Team Members will not be required to exceed eight (8) hours a day of combined jury duty and work time.

Vacation

Vacation hours will be earned and accrued on a weekly basis beginning the first day worked according to the schedule below. Vacation will not be earned during a week in which the Team Member does not receive pay.

Length of Service	Annually	Weekly
Hire date until the end of 4th year	3 weeks	2 hours 19 minutes
5th year anniversary and beyond	4 weeks	3 hours 5 minutes

Vacation time requests will be honored on an individual basis. Managers will consider the convenience of the absence and if adequate notice was given. The request may be made in hourly increments or in multiple days of 8 hours each. Vacation time is considered as time worked in the calculation of overtime premium. Unused vacation earned during the trial period will be forfeited if/when a Team Member leaves employment before the end of the trial period.

Typically, all vacation time will be taken within the anniversary year it is earned. However, the amount of vacation to be carried over from one's anniversary date cannot exceed one year's entitlement. Eligible part-time Team Members will receive a prorated vacation benefit based on their regular scheduled hours worked.

Holiday Pay

All salaried Team Members are eligible for holiday pay on the first day of employment with Gentex. Holidays are defined as:

New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Day, summer floater day and Christmas floater day. The floater holidays will be designated by the Company.

All eligible full-time Team Members will be paid eight (8) hours straight time pay and all eligible part-time Team Members will be paid in proportion to their regular scheduled work week. Holidays are counted as time worked for payment of overtime premium for salaried non-exempt Team Members.

Holidays falling on Saturday or Sunday will be celebrated on Friday or Monday at the discretion of the Company.

- ▶ Sleeping on the job
- ▶ Technology abuse, i.e. computers, Internet, e-mail
- ▶ Failure to return to work upon expiration of a leave of absence
- ▶ Failure to report to work for three (3) consecutive scheduled days (automatic quit)

The following are examples of infractions that may result in counseling or minor forms of discipline, but continued abuse may result in termination of employment.

- ▶ Irregular attendance
- ▶ Excessive lateness for work
- ▶ Excessive time at rest periods
- ▶ Failure to follow instructions
- ▶ Failure to report defective equipment or safety hazard
- ▶ Failure to complete reports promptly and accurately
- ▶ Failure to report absence
- ▶ Horseplay and violation of safety rules
- ▶ Misuse or unauthorized use of Company property
- ▶ Failure to report injury or accident immediately
- ▶ Substandard quality and quantity of work
- ▶ Causing scrapping of products unnecessarily
- ▶ Improper language
- ▶ Unauthorized solicitation
- ▶ Loafing or wasting time
- ▶ Misuse of Company bulletin board
- ▶ Lack of teamwork affecting performance

These lists are not all-inclusive and management may take other appropriate disciplinary action when necessary at its discretion.

Management Rights

The Company retains the right to manage, including, but not limited to, the right to determine the number, location, and manner of operations, number of Team Members, and assignments of work; to transfer, promote, demote, lay off, or terminate employment; and to set rules, suspend, discharge, or take other steps necessary for the efficient management of the Company.

Layoff Policy

Although Gentex makes every effort to keep our workload balanced, there may be times when it is necessary to reduce our workforce. Layoffs will generally be managed on a Business Unit basis. Gentex reserves the right to lay off any Team Member, based on factors such as, but not limited to performance, service time, attendance record, quality of work, teamwork, etc. Gentex has the final authority to determine which Team Members will be scheduled for layoff. Gentex will ordinarily attempt to provide prior notice for any layoff. This may not be reasonable in all situations. Under certain situations that require significant layoffs, a statutory notice under the WARN act may apply. While on layoff, compensation for paid holidays will only be made to those individuals who have worked a minimum of one shift during the week which the holiday occurs (holidays will be paid during 'seasonal' events). Unemployment insurance compensation may be available for affected Team Members who are otherwise able and available to work. Benefits will be discontinued for those Team Members that are in layoff status for more than a total of 90 days in a calendar year. Team Members selected for layoff should direct any questions regarding their employment or benefit status to Human Resources.

Termination of Employment

When ending employment, it is appropriate to give at least two (2) weeks' notice to your manager. Please address these items: distribution of final paycheck, returning Company property, and contact your Human Resources Site Representative for an exit interview.

Alternative Dispute Resolution Policy

This policy is intended to provide a fair, quick and cost-effective method of resolving all disputes regarding a Team Member's employment by providing both a peer review and, if necessary, a hearing before and a binding opinion from an impartial arbitrator. This policy does not change the basic at-will employment status with Gentex. It specifically includes, but is not limited to, claims for breach of contract, interference with contract, retaliation of any kind, harassment, or discrimination on the basis of age, sex, sexual orientation, gender, race, national origin, ethnicity, disability or handicap, marital status, veteran status, religion, height, weight, or any other protected status under either state or federal law. This policy precludes other legal or administrative action over termination of employment, other than an application for unemployment benefits. The Team Member should file a written request for peer review with the Director of Human Resources within 14 days of the event causing the claim. No request will be accepted later than six months from the event causing the claim. The complete policy is available from Human Resources, management or the Gentex Intranet.

Limitation of Claims

As a condition of employment, Team Members agree to bring any and all actions or suits relating to their employment relationship with the Company within six (6) months after the event causing the claim. Team Members agree to waive any statute of limitation to the contrary.

The Community Share

Community Share provides Gentex Team Members an opportunity to join together to make a lasting impact in our local community through financial support and the donation of time. This initiative is a tangible way for us to exhibit our ownership mentality by making the community we are a part of stronger. Team Member donations are combined with corporate gifts and distributed among local organizations. These organizations are chosen by Team Members and vary in the types of services they provide. Often times their services impact those we work with, whether it is providing a safe place for children after school, providing job training, or offering temporary shelter for those in need. In these ways, the gifts of those at Gentex multiply together, reaching far outside of our doors and into the lives of our neighbors.

Company Vehicles

Gentex may provide use of a Company vehicle for Team Members who may be asked to conduct Gentex business off-site. Team Members are required to follow local and state laws in regards to cellphone use while operating a corporate vehicle. Team Members and guests must wear seat belts at all times while driving or riding in Company vehicles. This is true for work and personal use. Team Members who use Company vehicles must comply with the Gentex Drug-Free Workplace Policy. Team Members must fill out a Company vehicle authorization form and possess a current driver's license before use will be granted. This policy is in accordance with the State of Michigan Law and the Federal Occupational Safety and Health Administration (OSHA).

Code of Business Conduct and Ethics

This Code of Business Conduct and Ethics covers a wide range of business practices and procedures, and is intended to apply in conjunction with the Team Member handbooks of Gentex Corporation. It does not cover every issue that may arise, but it sets out basic principles to guide all directors, officers, and Team Members of the Company. All of our directors, officers, and Team Members must conduct themselves accordingly and seek to avoid even the appearance of improper behavior. The Code may also be provided to and followed by the Company's other agents and representatives, including consultants.

If this Code conflicts with applicable laws, rules, or regulations, you must comply with such laws, rules, or regulations. If you have any questions about such conflicts, you should ask your supervisor how to handle the situation. Those who violate the standards in this Code will be subject to disciplinary action, up to and including termination of your relationship with the Company. For a copy of the entire policy, see Human Resources or visit www.gentex.com/Code-of-Ethics.pdf.

Handbook Changes

This handbook contains the policies and procedures of the Company in outline form and is intended to serve as a reference guide. This handbook does not confer any contractual right, either express or implied, with the exception of the Confidentiality Policy and Alternative Dispute

Resolution Policy, which are binding for the Company and Team Members. Nothing in this handbook, including any policies regarding termination, performance evaluation, or discipline, shall be construed to grant anything other than at-will employment.

The Company retains the right to, in its sole discretion, change, modify, suspend, interpret, or cancel, in whole or in part, any handbook provision and any published or unpublished personnel policies or procedures, without advance notice and without having to give cause, justification, or consideration. Recognition of these rights and prerogatives of Gentex, is a term and condition of employment and of continued employment. Team Members may access the latest handbook on the Company Intranet or by obtaining a hard copy from Human Resources. Team Members should contact their manager or Human Resources with questions concerning the contents of this handbook.

Gentex Employment Understanding

The success of Gentex, like that of any other Company, calls for teamwork on the part of everyone in the group. We do not like to burden people with a lot of formal rules and regulations; nevertheless, when a group of people work closely together, there have to be some guidelines for everyone to adhere to for the best interest of all. These are to be as follows:

1. I agree to abide by all Company policies and regulations as shown in the Team Member handbook which I have received and been given the opportunity to read and understand.
2. I understand that this is not a contract for personal services, that my employment is at-will, and that I am not required to work for this Company for any set period of time, nor is the Company required to employ me for any set period of time. I realize that my future job security is directly related to my Company's ability to compete and remain profitable along with other factors relating to my performance.
3. I understand I may have been hired while my work references are still being obtained, and I realize I may be terminated at any time should any reference be unfavorable or disclose discrepancies in facts submitted for employment.
4. I consent to the publication of my photograph in any Company publication or advertising promotion, and release this Company or its agents from any and all liability or the use of my picture or news story.
5. I understand that the Drug-Free Workplace Policy of Gentex Corporation establishes conditions under which I may be required to provide a breath, urine and/or blood sample for drug and/or alcohol testing. I authorize the testing laboratory to release my results and related medical information to the designated parties existing in the policy. The complete Drug-free Workplace Policy is available in Human Resources or on the Gentex Intranet.
6. I have received and been given the opportunity to read the policy on disclosure of material information, trading prohibitions and guidelines for trading the Company stock – "Confidentiality and Preventing Unlawful Insider Trading." I understand that I am not able to disclose insider information about Gentex Corporation that has not been